

IN THE UNITED STATES DISTRICT COURT FOR
THE NORTHERN DISTRICT OF ATLANTA GEORGIA

AARON L COLEMAN.]

Plaintiff]

Case No: 2022-3672 CD
We Reserve the Right To Amend:

V.s]

1:22-CV-3094

CATAMONT PROPERTIES 2018 LLC

AND ALL UNKNOW PARTIES]

Defendant]

**RESTRAINING ORDER INJUNCTION TO BLOCK STATE COURT FROM MOVING
FORWARD WITH THE FORECLOSURE AND EVICTION WHILE MY MOTION TO
CHALLENGE JURISDICTION IS PENDING, AND REQUEST FOR EMEGERCY
HEARING ON THE MATTER IN THIS COURT**

Standing before the court, Aaron L Coleman, representing himself "in Propria Persona" or "proper" Qualified us as attorneys in fact, according to "Blacks Law Dictionary. By asserting my Sovereign Right to represent our self in legal matters establishes our status as my own attorney. To proceed in Pro - Per, means that the court cannot impose the same standard up on me as are imposed on a licensed attorney. Aaron L Coleman, moves this court to Issue an Injunction and Restraining Order pursuant to Rule 65. (a) (b) (A), to force State Court, the Bank, and the Property Management Company to cease and decess all foreclosure and eviction efforts until Federal Court rules on my challenge to jurisdiction of the State Court. "Jurisdiction can be challenged at any time." and "Jurisdiction, once challenged, cannot be assumed and must be decided." Basso v. Utah Power & Light Co., 495 F 2d 906, 910. "Defense of lack of jurisdiction over the subject matter may be raised at any time, even on appeal." Hill Top Developers v. Holiday Pines Service Corp., 478 So. 2d. 368 (Fla 2nd DCA 1985) "Once challenged,

jurisdiction cannot be assumed, it must be proved to exist." *Stuck v. Medical Examiners*, 94 Ca 2d 751. 211 P2d 389.

"There is no discretion to ignore that lack of jurisdiction." *Joyce v. US*, 474 F2d 215.

"The burden shifts to the court to prove jurisdiction." *Rosemond v. Lambert*, 469 F2d 416.

"A universal principle as old as the law is that a proceedings of a court without jurisdiction are a nullity and its judgment therein without effect either on person or property." *Norwood v.*

Renfield, 34 C 329; *Ex parte Giambonini*, 49 P. 732.

"**Statements of counsel**, in their briefs or their arguments are not sufficient for a motion to dismiss or for summary judgment." *Trinsey v. Pagliaro*, D.C. Pa. 1964, 229 F. Supp. 647,

"Statements of counsel are not facts before the Court," see FRCPA Rule 52(a) and *United States v. Lovasco* (06/09/77) 431 U.S. 783, 97 S. Ct. 2044, 52 L. Ed. 2d 752, *Holt v. United States* (10/31/10) 218 U.S. 245, 54 L. Ed. 1021, 31 S. Ct. 2.

Subject Matter Jurisdiction:

The pleadings filed in this case were not sufficient to invoke the Court's authority to act. The complaint alleged a breach of contract however the original instrument of indebtedness was ever placed on the court record. Also missing is an accounting of the money trail related to the alleged breached contract. The complaint had absolutely no evidence in support of its claims (That is, the complaint is true only because the Attorney says it is true and attorneys, while in representative capacity, are prohibited from stating facts, they would be testifying).

Defective Affidavit And No Competent Fact Witness:

Courts render a judgment from a pleading with only an affidavit. This is provided for in the Rules of Civil Procedure and is allowed up to and until that Affidavit is challenged. The Affidavit in this case is an "out of court, sworn statement" to the facts of the matter asserted.

Without a Witness to attest to the statements within the affidavit, it is nothing more than hearsay. The Affidavit in this case must be struck from the record because it is hearsay. When there is no Affidavit or Witness, the Court lacks subject matter jurisdiction. There is no competent witness to state the facts of the matter.

Jurisdiction Facts:

1. Courts of general, limited, or inferior jurisdiction have no inherent judicial power.

- Courts of general, limited, or inferior jurisdiction get their jurisdiction from one source and one source only: **SUFFICIENT PLEADINGS**.
- Someone before the court must tell the court what its jurisdiction is.
- Without pleadings sufficient to empower the court to act, that court cannot have judicial capacity.
- No judge has the power to determine whether he has jurisdiction. He does have the duty to tell when he does not.
- No court can declare that it has the legal power to hear or decide cases, i.e. jurisdiction. Jurisdiction must be proved and on the record. Without sufficient pleadings, without jurisdiction, no court can issue a judgment that isn't void *ab initio*, void from the beginning, void on its face, a nullity, without force and effect.

We have a common law system.

- No statute, no rule, or no law means what it says as it is written.
- Only the holding tells you what it means.
- The statute means what the highest court of competent jurisdiction has ruled and determined that the statute means in their most recent ruling. Courts are governed/ruled by case law, what has been determined before, what the highest court of competent jurisdiction has said the law is, means. It is called the Doctrine of Precedent.

"Jurisdiction is fundamental and a judgment rendered by a court that does not have jurisdiction to hear is void *ab initio*." In Re Application of Wyatt, 300 P. 132; Re Cavitt, 118 P2d 846.

"Thus, where a judicial tribunal has no jurisdiction of the subject matter on which it assumes to act, its proceedings are absolutely void in the fullest sense of the term." Dillon v. Dillon, 187 P 27. "A court has no jurisdiction to determine its own jurisdiction, for a basic issue in any case before a tribunal is its power to act, and a court must have the authority to decide that question in

the first instance." *Rescue Army v. Municipal Court of Los Angeles*, 171 P2d 8; 331 US 549, 91 L. ed. 1666, 67 S.Ct. 1409.

"A departure by a court from those recognized and established requirements of law, however close apparent adherence to mere form in method of procedure, which has the effect of depriving one of a constitutional right, is an excess of jurisdiction." *Wuest v. Wuest*, 127 P2d 934, 937.

"Where a court failed to observe safeguards, it amounts to denial of due process of law, court is deprived of juris." *Merritt v. Hunter*, C.A. Kansas 170 F2d 739.

Attorneys CANNOT Testify:

Statements of counsel in brief or in argument are never facts before the court. No attorney can state a fact before the court. This was more than adequately pointed out in 2000 when thousands of Florida ballots were taken before the U.S. Supreme Court, without even so much as one competent fact witness. Without a witness the court could not see the ballots, the ballots were not before the court, and the ballots could not be introduced as evidence.

4. Before any determination, there must be a court of complete or competent jurisdiction.

- There must be two parties with capacity to be there.
- There must be subject matter jurisdiction.
- Appearance or testimony of a competent fact witness.

Without jurisdiction, complete jurisdiction, no court can issue a judgment that isn't void, a nullity, without force or effect, on its face and in fact.

5. Lawyers and attorneys are NOT licensed to practice law the nature of lawyer- craft in America as per the United States Supreme Court; The practice of Law CAN NOT be licensed by any state/State. (*Schwartz v. Board of Examiners*, 353 U.S. 238, 239).

Once Jurisdiction Is Challenged:

"Once challenged, jurisdiction cannot be assumed, it must be proved to exist." *Stuck v. Medical Examiners*, 94 Ca 2d 751. 211 P2d 389.

"There is no discretion to ignore that lack of jurisdiction." *Joyce v. US*, 474 F2d 215.

"The burden shifts to the court to prove jurisdiction." Rosemond v. Lambert, 469 F2d 416.

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Facts of the Case:

The bank and the debt collector is operating through fraud, all commercial instruments such as promissory notes, credit agreements, bills of exchange and checks are defined as legal tender, or money, by the statutes such as 12 USC 1813(1)(1), UCC §1-201(24), §3-104, §8-102(9), §9-102(9), (11), (12)(B), (49), (64). These statutes define a promissory note or security to be negotiable (sellable) because it is a financial asset. **This is necessary because contracts requiring lawful money are illegal pursuant to Title 31 USC §5118(d) (2).** All debts today are discharged by promises to pay in the future. All Federal Reserve notes are registered securities and promises to pay in the future. They are secured by liens on promissory notes of collateral owned by real people. The statutes do not provide the Federal Reserve Corporation a monopoly

on promissory notes, as debt collectors insist. Real people create promissory notes that are usually sold to the FED in exchange for their promissory notes. The FED uses the promises of the people's collateral to secure their notes. **If people want their, commercial instruments to be legal tender, they must be secured by a maritime lien on your prepaid trust account recorded at the county and registered on a UCC1. It then becomes a registered security and a financial asset that can be negotiated.** This Corporation further complicated the process by selling their payables to another entity to remove it from their balance sheet. This is called **securitization** or off balance sheet financing. **One should be aware that debt collectors can legally only deal with fictions of law, such as corporations or "persons".**

The Scheme To Defraud:

1. The mortgage contract should be rescinded because the creditor does not provide full disclosure, or the contract is extremely deceptive and unconscionable, *In re Pearl Maxwell, 281 B.R. 101*
 - a. The Truth in Lending Act, **Regulation Z, 12 CFR §226.23**, says that the security agreement signed with a lender can be rescinded if they have not provided the proper disclosures. **The original debt was actually zero because the borrower's financial asset was exchanged for FED's promissory notes in an even exchange.**
 - b. The Fair Debt Collection Practices Act 15 U.S.C. §§1601, 1692, 1693, provides remedies for deceptive or unconscionable contracts and allows payment in any legal tender. The contract was deceptive and unconscionable if the actual debt was zero.
 - c. Real Estate Settlement Procedures Act 12 U.S.C. §2605, et seq. Provides remedies for deceptive communications from the lender.
 - d. UCC §2-302 provides a remedy for unconscionable contracts.
2. Promissory Notes and other commercial instruments are legal tender and financial assets **to the originator and a liability to the lender. If a security interest in the note is perfected, by recording it on a lien as a registered security, the maker or originator**

becomes an entitlement holder in the asset. But the debt collector does not understand that they have this liability because most people are unaware of it.

- a. UCC §1-201(24), §3-104, §3-306, §3-105,
 - b. UCC §§8-102 (7), (9), (15), (17), §8-501, §8-503, §8-511
 - c. UCC §§9-102(9), (11), (12)(B), (49), (64)
 - d. 12 USC 1813(l)(1)
3. The corporation's records will be requested in discovery after our lawsuit is filed the records will show that the corporation has an offsetting liability to the debtor pursuant to FAS 95, GAAP and Thrift Finance Reports (TFR). These records include:
 - a. FR 2046 balance sheet,
 - b. 1099-OID report,
 - c. S-3/A registration statement,
 - d. 424-B5 prospectus and
 - e. RC-S & RC-B Call Schedules
4. The corporation never registers the commercial instrument because they know it is a financial asset to the debtor. So **the debtor must register it to establish a security interest in the financial asset and take the position of a secured creditor.** So it should be listed on a **maritime lien** against the prepaid trust account and filed with the county recorder and put on a UCC1.
 - a. §8-102(13), §9-203; §9-505, §9-312
 - b. 46 USC §§31321, 31343, 46 CFR 67.250, §9-102(52), §9-317, §9-322
5. We are requesting the claim to be set off or recoupment to have the assets cancel out the liabilities according to:
 - a.FAS 140, §3-305, §3-601, §8-105, §9-404

6. It is a violation of both State and Federal law for a bank to sell an unregistered note that is a security that violation provides a right to rescission of the contract pursuant to Statutes.

Fraud and Deception On The Court:

The promissory note used to gain the court's jurisdiction is fraudulent the document is being used in court as a security when it was never registered. The Original promissory note signed to lien the property was the real source of the alleged loan. Fact is the money the bank is claiming was a loan was generated by Aaron L Coleman's signature.

This fatal flaw robbed the court of jurisdiction. "Any false representation of material facts made with knowledge of falsity and with intent that it shall be acted on by another in entering into contract, and which is so acted upon, constitutes 'fraud,' and entitles party deceived to avoid contract or recover damages." *Barnsdall Refining Corp. v. Bimarn Wood Oil Co.*, 92 F.2d S17. "Any conduct capable of being turned into a statement of fact is representation. There is no distinction between misrepresentations effected by words and misrepresentations effected by other acts." *Leonard v. Springer*, 197 Ill 532, 64 NE 301. "It is not necessary for rescission of a contract that the party making the misrepresentation should have known that it was false, but recovery is allowed even though misrepresentation is innocently made, because it would be unjust to allow one who made false representations even innocently to retain the fruits of a bargain induced by such representations." *Whipp v. Iverson*, 43 Wis.2d 166. Diction" and this judgment must be vacated.

VOID "ULTRA VIRES" CONTRACTS:

Black's Law Dictionary defines the Latin term "extra vires" to mean beyond powers. *Black's Law Dictionary* explains the term "ultra vires" embraces "[a]n act performed without any authority to act on subject. *Haslund v. City of Seattle*, 86 Wash.2d 607, 547 P.2d 1221, 1230. Acts beyond the scope of the powers of a corporation, as defined by its charter or laws of state of incorporation. *State ex rel. v. Holston Trust Col*, 168 Tenn. 546, 79 S.W.2d 1012, 1016. The term has a broad application and includes not only acts prohibited by the charter, but acts which are in excess of powers granted and not prohibited, and generally applied either when a corporation has no power whatever to do an act, or when the corporation has the power but exercises it irregularly. *People ex rel. Barrett v. Bank of Peoria*, 295 Ill.App. 543, 15 N.E.2d 333, 335. Act is

ultra vires when corporation is without authority to perform it under any circumstances or for any purpose. By doctrine of ultra vires, a contract made by a corporation beyond the scope of its corporate powers is unlawful. *Community Federal Sav. & Loan Ass'n of Independence, Mo. v. Fields, C.C.A., Mo.*, 128 F.2d 705, 708." *Black's 6th Edition*, p. 1522.

The courts have long held that when a corporation executes a contract beyond the scope of its charter or granted corporate powers, the contract is void or "ultra vires". See *infra, Pullman v. Central Transp. Co.*, 139 U.S. 62, 11 S.Ct. 478, 35 L.Ed. 55.

THE QUESTION OF LAWFUL CONSIDERATION:

The issue of whether the lender, who writes and passes a "bad" check or makes a "credit" loan, has a claim for relief against the borrower is easy to answer, providing the lender can prove that he gave a lawful consideration based upon lawful acts, but did the lender give a lawful consideration? To give a lawful consideration, the lender must prove that he gave the borrower lawful money such as coins or currency.

Failing that, he can have no claim for relief in a court at law against the borrower as the lender's actions were Ultra vires or void from the beginning of the transaction. It can be argued that "bad" checks or "credit" loans that pass as money are valuable, but so are counterfeit coins and currency that pass as money. It seems unconscionable that a bank would ask homeowners to put up a homestead as collateral for a "credit loan" that the bank created out of thin air.

Would a court of law or equity allow a counterfeiter to foreclose against a person's home because the borrower was late in payments on an unlawful loan? If the court were to do so, it would be contrary to all principles of law. The question of valuable consideration does not depend on any value imparted by the lender, but by false confidence instilled in the "bad" check or "credit" loan by the lender. In a court at law or equity, the lender has no claim for relief. The argument that the lender has a claim for relief because the borrower received property for the lender's "bad" check or "credit" loan, is not valid unless the lender can prove that he gave lawful value. The claim for relief lies with the seller, who may be holding the "bad" check or "credit" loan, against the lender or the borrower, or both.

Summary:

The jurisdiction of a court over the subject matter has been said to be essential, necessary, indispensable and an elementary prerequisite to the exercise of judicial power. 21 C.J.S., "Courts," § 18, p. 25. A court cannot proceed with a trial or make a judgment without such jurisdiction existing.

Aaron L Coleman , moves this court to vacate foreclosure judgment against his real property with prejudice and vacate the eviction judgment. The original instrument of indebtedness was never filed on the court record to provide the court with jurisdiction and therefore State court lacked authority to rule on the pending case. The affidavit used in this case is defective because the attorney failed to secure a 1st hand fact witness to testify, and since attorneys cannot state facts before the court the foreclosure must be vacated, and the eviction proceedings dismissed. Or what the court decides is just and fair.

8/4/2022

ARRON L COLEMAN

Certificate of Service

A true and correct copy of the fore going document was mailed to the parties listed below.

List the attorney here

VERIFICATION:

I'ARRON L COLEMAN, declare under penalty of perjury in accordance with the Laws of the United States of America that the foregoing is true and correct and complete to the best of my knowledge and belief.

Arron-Lee Coleman with rep on this 4 th Day, of August 2022

ARRON L COLEMAN

On this 04 day of August, 2022 before me, the undersigned, a Notary Public in and for the State of Georgia, personally appeared the above-signed, known to me to be the one whose name is signed on this instrument, and has acknowledged to me that he has Executed the same.

Signed:

Shandria Renee Byrd

Printed Name:

Shandria Renee Byrd

My Commission Expires:

05-22-2026



Date: _____ Common Law Seal: _____

UNITED STATES OF AMERICA AFFIDAVIT OF CITIZENSHIP

STATE OF GEROGIA

COUNTY OF HENRY

I, the Affiant, who goes by AARON L .COLEMAN a man, being of sound mind, and over the age of twenty-one, reserving all rights, being unschooled in law, and who has no BAR attorney, is without an attorney, and having never been re-presented by an attorney, and not waiving assistance of counsel, knowingly and willingly Declares and Duly affirms, in accordance with laws in and for the State of GEORGIA, in good faith, and with full intent for preserving and promoting the public confidence in the integrity and impartiality of the government and the judiciary, that the following statements and facts, are true and correct of Affiant's own first-hand knowledge, understanding, and belief, do solemnly declare, and depose and States: I'm a citizen of the United States of America and give legal notice to law enforcement agents and officers of the court you are hereby notified that the holder of this document is not under your jurisdiction, and an official diplomatic representative of the Republic State of (the state you were born in goes here) and must be given due respect and freedom from local, county state and U. S statutes codes rules and regulations. Failure to do so will result in human rights violation under international law.

I was born in the Republic State of (name you were born in here), which makes me a Citizen of all states, and one of the people, and a beneficiary of, the republic U.S.A. constitution of 1789/1791. This affidavit is made for the sole purpose of reclaiming my citizenship, my passport and birth certificate will be used to certify my state citizenship (these documents will be filed in court when they arrive). A State Citizen has absolute freedom and liberty protected by our founding documents. The birth certificate attached and or a copy of my state passport will verify that I was born in the Republic State of (the name of your state go's here). I'm not a citizen of the federal corporation the District of Columbia, also known as USDC or the UNITED STATES. The term **"United States" means— (A) a Federal corporation;** see 28 USC 3002 (15), a U.S. citizen is a legal fiction / U.S. corporation and has no rights secured by the constitution. A State Citizen is a Citizen of the United States. But **not** the same as a 14th amendment "Citizen of the United States". And the 14th amendment fell two states short of being ratified. So it does not lawfully exist.

A 14th amendment citizen is born in the United States which is a federal territory and subject to congress. This is not the same as being born in one of the several states of the Union. **The United States of America is the de jure republic government, not the United States which is the corporation.** The preamble to the constitution establishes the United States of America, not the United States. So we have **Two Different and Distinct National Governments.** See: *U.S. v. Anthony* 24 Fed. 829 (1873) "*The term resident and citizen of the United States (this means 14th amendment citizen) is distinguished from a Citizen of one of the several states, in that the former is a special class of citizen created by Congress.*" See case law... "*Taxpayers are not [de jure] State Citizens.*" *Belmont v. Town of Gulfport*, 122 So. 10.

There is a great deal of confusion in this area, I hope this affidavit will clear up the misunderstanding for the parties, court and certify my State citizenship.

I believe the confusion started when my parents signed me up at birth for a social security number when my parents checked off that I was a U.S. citizen on the SS-5 application. And then I continued to claim to be a U.S. citizen not aware of the fact there were two different meanings for a state citizen. The U.S. in this case, is the federal corporation the District of Columbia, also known as USDC or the UNITED STATES. It was created by the **congressional act of 1871.**

Also see **28 USC 3002 (15) "United States" means— (A) a Federal corporation;**

I'm being injured in that I'm being deprived rights under color of law 18 USC 241 and 18 USC-242 18 U.S. Code § 1545. Safe conduct violation, protects me as a state citizen and "Whoever violates any safe conduct or passport duly obtained and issued under authority of the United States shall be fined under this title, imprisoned not more than 10 years, or both."

I'm a State Citizen of the Republic State of (the state you were born in go's here) and therefore Not subject to illegal property tax collections.

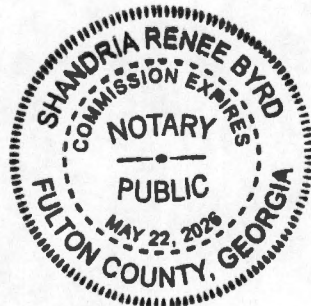
FURTHER AFFIANT SAITH NOT.

I declare under the penalty of bearing false witness before God and as recognized under the laws in and for The State of GEORGIA, the Laws of the United States of America, acting with sincere intent and full standing in law, do herewith certify and state that the foregoing contents are true, correct, complete, certain, admissible as evidence, and not intended to mislead anyone, and that Aaron L Coleman executes this document in accordance with best knowledge and understanding without dishonor, without recourse; with All rights reserved, without prejudice.

Done this 4th day of ~~November~~ August 2022, under penalty of perjury under the laws of the United States of America.

Aaron L Coleman
Aaron L Coleman

SUBSCRIBED AND SWORN to this 04 day of, August 2022.



Shandria Renee Byrd
Notary Public; in and for _____